

Exhibit J

ABEONA THERAPEUTICS, INC.
STOCK ISSUANCE AGREEMENT

STOCK ISSUANCE AGREEMENT, dated as of July __, 2016, by and between Abeona Therapeutics, Inc., a Delaware corporation (the "Company"), and the Investors set forth on Exhibit A hereto (each an "Investor").

1. The Company hereby agrees to issue to the Investors the number of shares of common stock, par value \$0.01 per share (the "Shares"), of the Company set forth opposite the Investor's name on Exhibit A hereto, in accordance with the terms of (including the timing of issuance), and subject to the restrictions set forth herein and on Exhibit A and in the agreement between the Company and EB Research Partnership, Inc. dated as of July __, 2016 (the "EB Agreement"), including without limitation Section 3.3 thereof.

2. Each Investor separately represents that the Shares are being acquired by it for its own account for investment and not with a view to the distribution thereof. Each Investor understands that the Shares have not been registered under the Securities Act of 1933, as amended (the "Act"), on the ground that the offer and sale of the Shares to it are exempt from the registration requirements of the Act under Regulation D promulgated by the Securities and Exchange Commission thereunder and/or Section 4(2) thereof as a transaction not involving any public offering of the Shares. Each Investor understands that the Company's reliance on such exemption is predicated in part on the representations of the Investor that are contained herein. Each Investor hereby certifies that it is an "accredited investor" as defined by Rule 501 of Regulation D of the Securities Exchange Act of 1933, as amended.

3. Each Investor agrees that each certificate representing the Shares, and each certificate representing securities that may be issued with respect to the Shares, may bear legends substantially in the following form:

THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. (THE "ACT") NO TRANSFER, SALE OR OTHER DISPOSITION OF THESE SHARES MAY BE MADE UNLESS A REGISTRATION STATEMENT WITH RESPECT TO THESE SHARES HAS BECOME EFFECTIVE UNDER SAID ACT, OR THE COMPANY HAS BEEN FURNISHED WITH AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS, INCLUDING CERTAIN LOCK-UP AND FORFEITURE PROVISIONS, SET FORTH IN (A) THAT CERTAIN STOCK ISSUANCE AGREEMENT BETWEEN THE INVESTOR AND ABEONA THERAPEUTICS, INC. DATED AS OF JULY __, 2016 AND (B) THAT CERTAIN AGREEMENT BETWEEN ABEONA THERAPEUTICS, INC. AND EB RESEARCH PARTNERSHIP, INC. DATED AS OF JULY __, 2016, INCLUDING WITHOUT LIMITATION SECTION 3.3 THEREOF.

4. Each Investor understands that it must bear the economic risk of its investment for an indefinite period of time because the Shares have not been registered under the Act and, therefore, cannot be sold unless they are subsequently registered under the Act or an exemption for such registration is available. Each Investor agrees that it will not offer to sell, sell or otherwise transfer any of the Shares until the Company has received the opinion of its counsel that such offer, sale or transfer is not in violation of the registration requirements of the Act, or other applicable law.

5. The Company represents that (a) it has been duly incorporated and is validly existing as a corporation under the laws of the State of Delaware, (b) all corporate action required to be taken by the Company (including its board of directors) in order to authorize the Company to issue the Shares has been taken, (c) the shares have been duly authorized, and, when issued and delivered in accordance with the terms set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under this Agreement and the EB Agreement, applicable state and federal securities laws and liens or encumbrances created by or imposed by Investor, and will not have been issued in violation of or subject to any preemptive or similar rights created under the Company's organizational documents or otherwise, (d) this Agreement and the EB Agreement have been duly authorized, executed and delivered by the Company and are enforceable against it in accordance with their respective terms, except as may be limited or otherwise affected by (x) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting the rights of creditors generally, and (y) principles of equity, whether considered at law or equity and (e) assuming the accuracy of the representations of the Investor in this Agreement, the Shares will be issued in compliance with all applicable federal and state securities laws, and the issuance and sale of the Shares will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Company pursuant to terms of (i) any indenture, mortgage, loan agreement, lease, or other agreement or instrument to which the Company is a party or by which the Company is bound, which would reasonably be expected to have a material adverse effect on the business, properties, financial condition, stockholders equity or results of operations of the Company or materially affect the validity of the Shares or the legal authority of the Company to comply in all material respects with the terms of this Agreement or the EB Agreement, or (ii) result in any violation of the provisions of the organizational documents of the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Subscription Agreement as of the date first above written as an instrument under seal.

Company:

ABEONA THERAPEUTICS, INC.

By: Steve Rouhandeh

Name: Steve Rouhandeh

Title: Executive Chairman

Investors:

EB RESEARCH PARTNERSHIP, INC.



By: Alexander Silver

Title: Chairman

EPIDERMOLYSIS BULLOSA RESEARCH
FOUNDATION

By:

Title:

Investors:

EB RESEARCH PARTNERSHIP, INC.

By:
Title:

EPIDERMOLYSIS BULLOSA RESEARCH
FOUNDATION

A handwritten signature in black ink, appearing to be 'J. A.', is written over a horizontal line.

By:
Title:

Exhibit A

<u>Name of Investor</u>	<u>No. of Shares</u>	<u>Restrictions on Such Shares</u>
EB Research Partnership, Inc.	125,000	Lock-up lapses on first anniversary of the issue date.
	250,000	Lock-up lapses on second anniversary of the issue date.
	41,667*	Lock-up lapses on first anniversary of the issue date.*
	83,333*	Lock-up lapses on second anniversary of the issue date.*
Epidermolysis Bullosa Medical Research Foundation	125,000	Lock-up lapses on first anniversary of the issue date.
	250,000	Lock-up lapses on second anniversary of the issue date.
	41,667*	Lock-up lapses on first anniversary of the issue date.*
	83,333*	Lock-up lapses on second anniversary of the issue date.*

*Such shares shall be forfeited unless the provisions set forth in Section 3.3 of the EB Agreement are met within the timeframe set forth therein.